### $_{\text{JS 44}} \text{ (Rev. 03/24) Case 1:24-cv-06988-CPO-M2} \textbf{YPOCOVER STREET} / 13/24 \quad \text{Page 1 of 23 PageID: 1} \\$

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

purpose of initiating the civil do	Jeket sneet. (SEE INSTRU	CHONS ON NEXT PAGE C	Jr THIS F					·····		
I. (a) PLAINTIFFS				DEFENDA	NTS					
STEPHANE CHARBONNEAU			COSTCO WHOLESALE CORP, 999 Lake Drl, Issaquah,							
OTEL HARE OHARDONNEAG				Washington 98027: COSTCO TRAVEL P.O. Box 34404.						
(b) County of Residence of	of First I istad Digintiff (	CADE MAY					ed Defendant K		JX .144(	<i>14</i> + .
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				THE TI	RACT O	F LAND IN	IVOLVED.			
(c) Attorneys (Firm Name, A	Address, and Telephone Numb	er)		Attorneys (If Kn	nown)					
	•				,					
•	, Esq., Coffey Kaye		wo							
Bala Plz, Ste. 71	18, Bala Cynwyd, P.	A 610-668-9800								
II. BASIS OF JURISD	ICTION (Place an "X" in	One Box Only)		FIZENSHIP O		INCIPA		Place an "X" in nd One Box for i		r Plaintiff
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2 U.S. Government	<b> ■</b> 4 Diversity		Citiza	n of Another State	<b>П</b> 2	П 2	Incorporated and P	rincinal Place	□ 5	<b>X</b> 5
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130 Miller Act	315 Airplane Product	Product Liability	69	0 Other	, , , , , , , , , , , , , , , , , , ,		USC 157	3729(8		
140 Negotiable Instrument	Liability	367 Health Care/	Γ				LLECTUAL	🔲 400 State R		ment
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COMPLAINT:	ONDER ROLE 2	D, P.R.CVII I	ın	excess of \$150,000	ı.	J	URY DEMAND:	× Yes	□No	
VIII. RELATED CASE(S)										
IF ANY (See instructions): JUDGE DOCKET NUMBER										
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DATE 6/13/2024 SIGNATURE OF ATTORNEY OF RECORD										
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**COFFEY KAYE MYERS & OLLEY** 

BY: MICHAEL J. OLLEY, ESQUIRE

W. LYLE STAMPS, ESQUIRE

**IDENTIFICATION NO.: 018531989/007562012** 

Suite 718, Two Bala Plaza Bala Cynwyd, PA 19004

(610) 668-9800

(610) 667-3352 (f)

Attorneys for Plaintiff

# IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

STEPHANE CHARBONNEAU

28 Morningside Road Ocean City, NJ 08226,

Plaintiff,

٧.

COSTCO WHOLESALE CORPORATION

999 Lake Drive

Issaquah, Washington 98027

and

COSTCO TRAVEL

P.O. Box 34404

Seattle, Washington 98104,

Defendants.

CIVIL ACTION

NO.

#### **COMPLAINT**

#### THE PARTIES

- 1. Plaintiff Stephane Charbonneau is a citizen and resident of the State of New Jersey residing therein at 28 Morningside Road, Ocean City, New Jersey 08226.
- 2. Defendant, Costco Wholesale Corporation, is a corporation duly organized and existing under and by virtue of the laws of the State of Washington, with its principal place of business located at 999 Lake Drive, Issaquah, Washington 98027 and regularly conducts business throughout the State of New

Jersey and in the District of New Jersey with multiple wholesale warehouse locations.

- 3. Defendant Costco Travel, upon information and belief, is a division of Costco Wholesale Corporation and is organized and existing under and by virtue of the laws of the State of Washington with a principal please of business located at 999 Lake Drive, Issaquah, Washington 98027 with a mailing address at P.O. Box 34404, Seattle, Washington 98104.
- 4. Defendant Costco Travel offers national and international travel packages to Costco Wholesale Corporation members through its Costco member service and operates those travel services offering travel vacation packages nationally and internationally by way of membership with Costco Wholesale Corporation and Costco Travel member services.
- 5. Costco Travel is a travel agency for Costco members and advertises its services in Costco's warehouse locations and by sending emails to Costco members directly. Defendant Costco Travel unilaterally advertises travel packages to New Jersey residents and offers such travel packages throughout the State of New Jersey and the District of New Jersey.
- 6. While Costco Travel also advertises nationwide, it has specifically targeted New Jersey in particular by using Costco warehouses to advertise and send mailers and emails to New Jersey residents directly.

#### **JURISDICTION**

7. The jurisdiction over the claims of plaintiff as against defendants Costco Wholesale Corporation and Costco Travel is founded upon diversity of citizenship, 28 U.S.C. §1332 in that plaintiff is a citizen of the State of New Jersey and defendants are citizens of the State of Washington. Furthermore, the amount in controversy is in excess of \$75,000.00, exclusive of interest and cost.

#### **GENERAL FACTS**

- 8. In the Summer of 2022, plaintiff visited his local Costco Wholesale location in Stanford, New Jersey, where he saw advertising and brochures from Costco Travel for various locations, including the Majestic Resort in the Dominican Republic.
- 9. Plaintiff had also seen advertising information on the Majestic Resort in email and/or mailed advertisements sent to him in New Jersey by Costco after he obtained a Costco membership, which membership listed his New Jersey address.
- 10. Based upon the information in the Costco Travel brochures and the email sales material, he went to the interactive Costco Travel website to obtain additional information regarding the Majestic Resort travel offer.
- 11. Based in part upon the Costco Travel in-store brochures and in part upon the online advertising on the Costco Travel website, on September 29, 2022, plaintiff telephoned a Costco Travel customer representative from his home in Ocean City, New Jersey in order to book and arrange for an all inclusive one week vacation through Costco Travel at the Majestic Resort in Punta Cana, Dominican Republic. The number plaintiff called was located in the travel brochure from Costco Wholesale.
- 12. When plaintiff purchased the trip, he used a Costco credit card, which Costco also marketed to him as providing him additional benefits when used to purchase a trip through Costco Travel.
- 13. Plaintiff booked this trip by way of his Costco membership number 111953294124 and Costco Travel in turn reserved roundtrip flights for plaintiff, his wife and two friends through American Airlines to leave Philadelphia on December 29, 2022 and return on January 4, 2023.
- 14. As part of the booking process, Costco Travel also mailed a \$305.00 Costco Warehouse shop card to plaintiff at his home address in New Jersey.
- 15. Defendant Costco Travel, a division of defendant Costco Wholesale Corporation, made all booking travel arrangements to and from its agent, the Majestic Elegance Resort in Punta Cana, Dominican

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Republic, under confirmation number C406837459 and copies of all of the aforementioned booking records, transportation and hotel bookings as well as the terms and conditions of the contract are collectively attached hereto as Exhibit "A".

- 16. In addition to arranging for all contractual travel arrangements, defendant Costco Travel also maintained a Costco Travel booking and informational booth in the lobby of its contractual agent, the Majestic Resort, in Punta Cana, Dominican Republic.
- 17. As explained in greater detail below, plaintiff was injured at the Majestic Resort in Punta Cana, Dominican Republic, a destination to which he traveled pursuant to the travel arrangements made by Costco Travel pursuant to his purchase of the Costco Travel vacation package.
- 18. Plaintiff, his wife and two friends then traveled to the Majestic Resort in Punta Cana, Dominican Republic and upon arrival at the resort, attempted to check into their rooms at the Majestic Elegance but were then advised that that portion of the resort was overbooked and they were then given rooms at the Majestic Mirage next door but still within the Majestic Resort.
- 19. On January 2, 2023 at approximately 9:30 a.m., plaintiff was walking on the marble floor inside of the open entrance to the lower lobby bar area of the Majestic Mirage resort when he slipped and fell on the wet surface causing significant ankle injuries and ligament tears which ultimately required surgical repair.
- 20. The aforesaid incident was caused solely by the negligence and carelessness of the defendants and by their respective agents, servants, workman and/or employees who were acting within the course and scope of their contractual relationship and agency with said defendants. The incident was not caused by any conduct on the part of the plaintiff.
- 21. As a result of the incident referred to, plaintiff Stephane Charbonneau has suffered a loss of earnings and earning capacity and may suffer the same for an indefinite time in the future, has undergone great physical pain and mental anguish and may undergo the same for an indefinite time in the future, has

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been obligated to, and may have to continue to expend, money in the future in an effort to effect a cure of his injuries and has been unable to attend to his usual duties and occupation as a skating rink manager and ice hockey coach and trainer and may be unable to attend to the same for an indefinite time in the future; all to his great detriment and loss.

- As a result of the aforesaid incident, plaintiff sustained multiple ligament tears to the right ankle, a complete rupture and tear of the ATFL ligament, sinus tarsi syndrome with instability, and synovitis of the right ankle all of which necessitated surgical reconstruction on May 4, 2023 with resulting infection and other complications. Some or all of the plaintiff's injuries may be permanent in nature.
- 23. All of the preceding paragraphs are incorporated in each of the following Counts as if the same were set forth at length therein.

#### COUNT I STEPHANE CHARBONNEAU V. COSTCO WHOLESALE CORPORATION

- 24. The defendant is a corporation duly organized and existing under and by virtue of the laws of the United States of America and regularly does business in the State of New Jersey and District of New Jersey.
- 25. At the time and place herein mentioned, the acts of omission and commission, causing the injuries to the plaintiff, were done by the defendant, its agents, servants, workman and/or employees, acting in the course and scope of their contractual agency with the defendant and working at the Majestic Mirage Resort which was the contractual agent of the defendant.
- 26. Upon information and belief, defendant knew or should have known that its members seeking travel services through Costco Travel had previously sustained injuries at the Majestic Resort in Punta Cana, Dominican Republic. Furthermore, defendant Costco Wholesale Corporation was negligent in the following particulars:

- a. Failing to ensure that plaintiff would have safe walking conditions while a business invitee at defendant's agent's resort;
- b. Failing to ensure that the subject premises where the plaintiff was injured were safe and clear of all slipping hazards;
- c. Failing to ensure that the subject premises had proper awnings or enclosures so that rain, mist, or other weather elements could not enter and remain on the marble floor of the lobby area thereby presenting a slipping and falling hazard;
- d. Failing to properly clean, buff and maintain the subject floor in a safe manner so as to prevent slipping hazards;
- e. Failing to place rubber mats or anti-slipping measures on the subject premises;
- f. Failing to properly inspect and remove all slipping hazards from the marble floor of the subject premises;
- g. Failing to place visible warning signs on the marble floor which warned about the slipping hazard that caused the plaintiff's fall; and
- h. Failing to warn the plaintiff of the unsafe conditions of the subject area.

#### COUNT II STEPHANE CHARBONNEAU V. COSTCO TRAVEL

- 27. The defendant is a corporation duly organized and existing under and by virtue of the laws of the United States of America and regularly does business in the State of New Jersey and District of New Jersey.
- 28. At the time and place herein mentioned, the acts of omission and commission, causing the injuries to the plaintiff were done by the defendant, its agents, servants, workman and/or employees, acting in the course and scope of their contractual agency with the defendant and working at the Majestic Mirage Resort which was the contractual agent of the defendant.
- 29. Upon information and belief, defendant knew or should have known that its members seeking travel services through Costco Travel had previously sustained injuries at the Majestic Resort in Punta Cana, Dominican Republic. Furthermore, defendant Costco Travel was negligent in the following particulars:

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- Failing to ensure that plaintiff would have safe walking conditions while a business a. invitee at defendant's agent's resort;
- Failing to ensure that the subject premises where the plaintiff was injured were safe **b**. and clear of all slipping hazards;
- Failing to ensure that the subject premises had proper awnings or enclosures so that c. rain, mist, or other weather elements could not enter and remain on the marble floor of the lobby area thereby presenting a slipping and falling hazard;
- Failing to properly clean, buff and maintain the subject floor in a safe manner so as d. to prevent slipping hazards;
- Failing to place rubber mats or anti-slipping measures on the subject premises; e.
- f. Failing to properly inspect and remove all slipping hazards from the marble floor of the subject premises;
- Failing to place visible warning signs on the marble floor which warned about the g. slipping hazard that caused the plaintiff's fall; and
- Failing to warn the plaintiff of the unsafe conditions of the subject area. h.

WHEREFORE, plaintiff demands judgment against the defendants jointly and severally upon each count for a sum not less than One Hundred Fifty Thousand Dollars (\$150,000.00).

Respectfully submitted,

COFFEY KAYE MYERS & OLLEY

DATE: June 13, 2024

AMPS, ESQUIRE

MICHAELA, OLLEY, ESQUIRE

Attorneys for Plaintiff

# EXHIBIT A

#### **Stephane Charbonneau**

From:

Costco Travel < customercare@costcotravel.com>

Sent:

Thursday, September 29, 2022 8:33 AM

To:

Stephane Charbonneau

Subject:

Costco Travel: Important! - Flight Schedule Changes for reservation C406837459

Dear Costco Traveler,

We have received an \*important update\* from the airline regarding the flight(s) on your Costco Travel vacation booking, C406837459.

The included itinerary contains information regarding changes to your flights, which may include changes to your:

- Departure time
- · Return time
- Flight numbers

Please review your Itinerary carefully so you are fully aware of the changes.

Do not reply to this message. Replies are directed to an unmonitored mailbox.

### Go to your Costco Travel account

Cancel Booking (Log in required)

Print Itinerary (Log in required)



Booking Date: August 29, 2022 Costco Membership #: 111953294124

Member Name: STEPHANE CHARBONNEAU

Departure Date: December 29, 2022

Return Date: January 04, 2023

### Costco Travel Confirmation Number: C406837459

#### Need help?

Before your trip: 1-866-921-7925 M-F 7:00am - 7:00pm PT | Sat & Sun 8:00am - 5:00pm PT

During and after your trip: 1 + 1 + 866 317 4711 M-F 7:00am - 7:00pm PT | Sat & Sun 8:00am - 5:00pm

PT

### Travel Advisory

#### 8/25/21 - 12/31/23: COVID-19 Update

Due to COVID-19, your destination(s) may implement additional travel restrictions, pre-entry requirements and in-destination protocols. For the most current information and before finalizing your travel plans, refer to the local government and tourism websites, airline requirements and national public health guidelines. In addition, there may be limitations relating to lodging, flights, ground transportation and activities. Certain services and amenities may be reduced or unavailable as a result of changing circumstances. All policies are subject to change and are outside the control of Costco Travel.

#### 7/29/21 - 12/31/23: High Sargassum Advisory

It is expected that sargassum levels will be higher than usual. Sargassum is a free-floating seaweed that is especially prolific in the Caribbean Sea and Gulf of Mexico. While beneficial to ocean life, these large free-floating seaweed mats often wash up on beaches. The amount of seaweed on the beaches fluctuates based on the time of year and ocean currents. While resorts do their best to maintain the beaches for their guests, you may experience some inconvenience during your stay.

#### 7/30/20 - 12/31/23: COVID-19 Entry Requirements for Dominican Republic

Entry requirements to Dominican Republic and on island restrictions are subject to change, please refer to <a href="https://www.godominicanrepublic.com/newsroom/coronavirus/">https://www.godominicanrepublic.com/newsroom/coronavirus/</a> for the latest information. All policies are subject to change and are outside of the control of Costco Travel.

#### 6/13/22 - 12/31/23: Government of the United States COVID-19 Travel Advisory

Travelers no longer need to provide a pre-entry Covid-19 test to fly to or through the United States. Non-U.S. citizens travelers flying to or through the United States are required to be fully vaccinated. Before finalizing your travel plans, it is your responsibility to review local and national public health guidelines including but not limited to: how to qualify as fully vaccinated, details on children, and possible exceptions. <a href="https://www.cdc.gov/coronavirus/2019-ncov/travelers/proof-of-vaccination.html">https://www.cdc.gov/coronavirus/2019-ncov/travelers/proof-of-vaccination.html</a>

# Dominican Republic: Majestic Elegance Package

Includes:

Flights
Hotel
Transfers

### **Traveler Information**

**Edit Traveler Information** 

Number of Travelers: 3

Lead Traveler

Full Name Age at Time of Travel Gender

Mr. STEPHANE CHARBONNEAU 52 Male

Known Traveler Number Known Traveler Number Redress (KTN) Country Number

American Airlines - Frequent Flyer Number

Traveler 2

Full NameAge at Time of TravelGenderMrs. NOELLE CHARBONNEAU53Female

Known Traveler Number Known Traveler Number Redress (KTN) Country Number

American Airlines - Frequent Flyer Number

Traveler 3

Full Name Age at Time of Travel Gender

Ms. JACLYN CHARBONNEAU 21 Female

Known Traveler Number Known Traveler Number Redress (KTN) Country Number

American Airlines - Frequent Flyer Number

<u>View the date of birth</u> of the traveler(s) on this booking.

# **Flights**

Flight Confirmation Number: JEXSFT

Depart: Thu, Dec 29, 2022

Total Travel Time: 3h 46m

AA 454

Philadelphia (PHL) to Punta Cana

(PUJ)

American Airlines

10:30am - 3:16pm Airbus A321

3h 46m

View Baggage Fees

Economy (L) | Seats: 27A, 27B, 27C

Return: Wed, Jan 04, 2023

**Total Travel Time: 4h 0m** 

AA 2014

**American Airlines** 

Airbus A321

View Baggage Fees

Punta Cana (PUJ) to Philadelphia

(PHL)

5:55pm - 8:55pm

4h 0m

Economy (M) | Seats: -

No change fee \$210 cancellation fee per person

# Transportation

### **Arrival Transfer**

Flight Details:

Arrival to Punta Cana (PUJ)

Dec 29, 2022 at 03:16 PM, Flight AA 454

**Transfer Details:** 

Dec 29, 2022 - 03:16 PM

Arrival Transfer - From Airport (PUJ) to Hotel by Private Transfer

**Blue Travel Partner Services** 

**Contact Details:** 

Ph: 809 566 0092 ext. 3270 - 3271

Blvd Tur?stico del Este Gym 22 Building 2nd floor

#### Punta Cana Shopping Mall, DR

### Departure Transfer

Flight Details:

Depart from Punta Cana (PUJ)

Jan 04, 2023 at 05:55 PM, Flight AA 2014

**Transfer Details:** 

Jan 04, 2023 - 05:55 PM

Departure Transfer - From Hotel to Airport (PUJ) by Private Transfer

**Blue Travel Partner Services** 

**Contact Details:** 

Ph: 809 566 0092 ext. 3270 - 3271

Blvd Tur?stico del Este Gym 22 Building 2nd floor

Punta Cana Shopping Mall, DR

See Transfers Terms & Conditions below for details

## Hotel

×	Oquasallipunia hidinga time.

#### Majestic Elegance Punta Cana - All-Inclusive

Arena Gorda-Macao, Punta Cana, Dominican Republic

Ph: +809-221-9898

6 Night Reservation

**Check-in:** Dec 29, 2022 **Check-Out:** Jan 04, 2023

#### Room 1: Junior Suite with Jacuzzi - All-Inclusive

#### **Best Available Rate**

#### 3 Adults

Lead Traveler: Mr. STEPHANE CHARBONNEAU

#### **Included Extras**

USD 305 Costco Shop Card

#### **Special Requests**

Non Smoking

2 Beds

#### **Additional Remarks**

Pool-view and please have rooms near Devito's and Dicandilo's parties

Please be advised that your special requests have been submitted to the property. Such requests are NOT GUARANTEED, may not be applicable or available, or may incur additional charges.

Hotel policies accepted on Aug 29, 2022 06:37 PM PDT. See Terms & Conditions below for details.

# Payment Details

Total Package Price		\$7,116.97
Base Package Price	\$6,639.46	
Taxes and Fees	\$477.51	
Total Amount Paid		(\$3,993.51)
Balance		\$3,123.46
Final Payment Due Date		11/14/2022

#### **Amount Paid**

Stephane Charbonneau VisaCard

\$300.00 XXXXXXXXXXXXX0602 Paid on 08/29/2022

Exp. 09/2022

#### Amount Paid

Stephane Charbonneau VisaCard XXXXXXXXXXXXX0602 Exp. 09/2022

\$3,693.51 Paid on 08/29/2022

### **Outstanding Balance**

Manage Payments

The entire balance must be paid before 11/14/2022. Make sure to schedule the remaining balance payment on or before the due date.

\$3,123.46 Final payment due 11/14/2022

# **Cancellation Timeline**

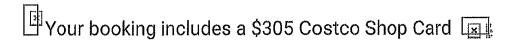
If you cancel, you will receive the refund listed below. The Cancellation Timeline may update if you make changes to your booking. View your up-to-date Cancellation Timeline

	Aug 29, 2022 - Dec 14, 2022	
	(as of 09/29/2022)	
	Amount Paid	\$3,993.51
	Non-refundable*	\$630.00
	Eligible for Refund	\$3,363.51
	(if paid in full)	
	Amount Paid	\$7,116.97
	Non-refundable*	\$630.00
QE	Eligible for Refund	\$6,486.97

	Dec 15, 2022 - Dec 27, 2022	
	(as of 09/29/2022)	
	Amount Paid	\$3,993.51
	Non-refundable*	\$2,869.78
	Eligible for Refund	\$1,123.73
	(if paid in full)	
	Amount Paid	\$7,116.97
	Non-refundable*	\$2,869.78
	Eligible for Refund	\$4,247.19
	Dec 28, 2022	
	(as of 09/29/2022)	
	Amount Paid	\$3,993.51
ΠĒ	Non-refundable*	\$2,885.89
	Eligible for Refund	\$1,107.62
	(if paid in full)	
	Amount Paid	\$7,116.97
	Non-refundable*	\$2,885.89
	Eligible for Refund	\$4,231.08
Π×		
	Dec 29, 2022 Trip Start Date	
	No Refund	

<sup>\*</sup>Any payment made in excess of the non-refundable amount will be refunded.

# **Costco Shop Card**



The Costco Shop Card will be mailed to your shipping address 2 to 4 weeks after you return from your vacation.

Shipping Address

STEPHANE CHARBONNEAU

28 MORNINGSIDE RD,

OCEAN CITY, NJ, US - 08226-4541

# Travel Insurance Offers Some Peace of Mind

Plan now, you never know what life will throw at you. Travel Insurance is available to add to your Costco Travel reservation through Zurich up until 10 days prior to departure. Plans are not available to residents of New York at this time. Please Note: To be eligible for the waiver of pre-existing medical condition exclusion, the protection plan must be purchased within 21 days from the time you make your initial trip payment. The full coverage terms and details, including limitations and exclusions, are contained in the insurance policy. For details on plan benefits, coverage or to purchase, click the Add Travel Insurance link.

Add Travel Insurance

Cancellation/Change Information

# Required Documents

- COVID UPDATE: Due to COVID-19 your destination(s) may implement additional travel restrictions and requirements. These may include wearing a mask or cloth face covering, participation in thermal scans or other requirements. We recommend that travelers bring their own mask or cloth face covering. For the most current information and before finalizing your travel plans, refer to local and national public health guidelines. In addition, there may be limitations relating to lodging, flights, ground transportation and activities. Certain services and amenities may be reduced or unavailable as a result of changing circumstances.
- INTERNATIONAL TRAVEL COVID UPDATE: Travelers no longer need to provide a pre-entry COVID-19 test to fly to or through the United States. Non-U.S. citizens travelers flying to or through the United States are required to be fully vaccinated. Before finalizing your travel plans, it is your

responsibility to review local and national public health guidelines including but not limited to: how to qualify as fully vaccinated, details on children, and possible exceptions. <a href="https://www.cdc.gov/coronavirus/2019-ncov/travelers/testing-international-air-travelers.html">https://www.cdc.gov/coronavirus/2019-ncov/travelers/testing-international-air-travelers.html</a>

- For the most current information, please visit the official Web site for the U.S. Department of State at <a href="https://www.travel.state.gov">www.travel.state.gov</a>.
- Any name changes made after purchase will incur change and/or cancellation penalties up to and including 100% of your package.

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### **Terms & Conditions**

#### **Arrival Transfer: Blue Travel Partner Services**

Proceed through immigration, baggage claim and customs. Then, look for the Costco Travel sign at the Destination Services counter. There, you'll meet the representative who will show you to your transfer vehicle and will give you the contact hours of our hotel representative. Prior to arrival or while in the Dominican Republic, should you have questions or concerns, call +1 (809) 552-6085. A 50% cancellation fee will apply for no-shows or if the reservation is canceled within 24 hours prior to scheduled pickup time.

#### **Departure Transfer: Blue Travel Partner Services**

Destination Services will confirm the pickup location and time for your departure transfer. To ensure adequate time for scheduled stops, airport security, etc., Destination Services will wait for a maximum of 30 minutes after the scheduled pickup time for a private transfer. Prior to arrival or while in the Dominican Republic, should you have questions or concerns, call +1 (809) 552-6085. A 50% cancellation fee will apply for no-shows or if the reservation is canceled within 24 hours prior to scheduled pickup time.

#### Hotel: Majestic Elegance Punta Cana - All-Inclusive Cancellation Policies

Room: Junior Suite with Jacuzzi - All-Inclusive

A four-night cancellation fee will apply for no-shows or if the reservation is canceled within 14 days prior to arrival for travel Dec. 1, 2021 - Jan. 4, 2022 and Dec. 24, 2022 - Dec. 23, 2023. A four-night cancellation fee will apply for no-shows or if the reservation is canceled within two days prior to arrival for travel Jan. 5 - Dec. 23, 2022. A two-night cancellation fee will apply for early departures for all travel dates. Reservations that include any portion of a higher penalty travel period will incur the higher penalties and restrictions. The price includes meals, beverages, hotel taxes and hotel gratuities. For complete details on the all-inclusive plan and other property information, please refer to the hotel information on our website.

### Costco Travel Terms and Conditions COVID-19 UPDATES

**COVID-19 UPDATE** - Due to COVID-19, your destination(s) may implement additional travel restrictions and requirements. These may include wearing a mask or cloth face covering, participation in thermal scans or other requirements. We recommend that all travelers bring their own mask or cloth face covering. In addition, there may be limitations relating to lodging, flights, ground transportation and activities. Certain services and amenities may be reduced or unavailable as a result of changing circumstances. For the most current information and before finalizing your travel plans, refer to local and national public health guidelines. Please note that any public location where people are present provides an inherent risk of exposure to COVID-19 and Costco Travel cannot guarantee that you will not be exposed during your visit. By booking your travel package, you acknowledge and agree that you assume these inherent risks associated with travel.

INTERNATIONAL TRAVEL COVID UPDATE (Excluding Puerto Rico and U.S. Virgin Islands): Travelers no longer need to provide a pre-entry COVID-19 test to fly to or through the United States. Non-U.S. citizens flying to or through the United States are required to be fully vaccinated. Before finalizing your travel plans, it is your responsibility to review local and national public health guidelines, including but not limited to how: to qualify as fully vaccinated, details on children, and possible exceptions: <a href="https://www.cdc.gov/coronavlrus/2019-ncov/travelers/proof-of-vaccination.html">https://www.cdc.gov/coronavlrus/2019-ncov/travelers/proof-of-vaccination.html</a>.

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Travel to Hawaii: As this is a fluid situation, the following website will acquaint you with the latest safety protocols and precautions you will need to adhere to before flying to Hawaii and while on the Islands: <a href="https://www.gohawaii.com/safe-travels">https://www.gohawaii.com/safe-travels</a>.

#### REQUIRED DOCUMENTS FOR TRAVEL

PROOF OF IDENTITY - For U.S. citizens, government-issued photo ID is required for all travel, both domestic and international. Effective May 3, 2023, all travelers 18 years of age and older will need a REAL ID compliant driver's license or other approved identification to fly within the United States. A REAL ID compliant driver's license is generally marked with a star in the upper portion of the card. If you are unsure if your card is REAL ID compliant, contact your state driver's license agency to verify or to obtain information on getting a REAL ID compliant card.

PASSPORT INFORMATION - Passports are required for international travel. You will not be permitted to depart without necessary documentation. There may be additional requirements for international travel, such as inoculations or visas, and some countries require that passports be valid for six months or longer beyond your stay in the country. Passport and entry requirements are subject to change at any time without notice. For the most current information on passport and entry requirements, please visit the official website for the <u>U.S. Department of State.</u> Special travel documents are required for children traveling with or without their parents. If you are traveling with children, please check with the airline or cruise line prior to departure. If you are not a U.S. citizen, you must contact the consulate of the country you are visiting (including Canada <a href="https://www.cic.gc.ca/english/visit/visas.asp">https://www.cic.gc.ca/english/visit/visas.asp</a> to inquire about visa requirements. You must also contact the Immigration and Naturalization Service (1-800-375-5283, www.uscls.gov) for re-entry requirements into the United States.

**AIRLINE INFORMATION** - For airline baggage fees and policies, click here. Baggage allowances and fees vary by airline. If baggage fees do apply, this cost will be additional and must be paid directly to the airline. By purchasing an airline ticket, the passenger agrees to the terms and conditions of the airlines' contract of carriage, which can be viewed on the airline's website.

In all cases, airlines may change flight schedules, aircraft, seat assignments, and alter or omit stopping points en route. Such changes or omissions are at the sole discretion of the airline and are outside the control of Costco Travel. It is recommended that you reconfirm your flight information and check-in for your flights at the airline's website 24 hours prior to your scheduled departure. Failure to use any portion of your airline reservation may result in automatic cancellation for all continuing and return flights. In all cases, unless additional time is required by the airline, it is important to arrive at the airport at least 90 minutes prior to departure for domestic flights and three hours prior to departure for international flights. Latecomers may lose their assigned seat or be denied boarding at their own expense. Choice of complimentary pre-reserved seat assignments may be limited at the time flight reservations are confirmed, and may not be assignable until check-in. For a fee, airlines may offer additional pre-reserved seat assignments, which may be purchased directly on the airline's website. Seat assignments are at the sole discretion of the airline and are subject to change by the airline without notice. Costco Travel cannot guarantee seat assignments. When making an airline reservation, the Transportation Security Administration (TSA) requires the collection of your date of birth, gender and full name as it appears on the government-issued photo identification you'll use when traveling. Failure to provide this information will prohibit a ticket from being issued and may result in the cancellation of airline reservations.

If flying from Canada and you are denied boarding or your baggage is lost or damaged, you may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations. For more information about your passenger rights please contact your air carrier or visit the Canada Transportation Agency's website.

TRAVEL HEALTH INFORMATION - For the most current worldwide health information, consult your family physician or the official website for the Centers for Disease Control and Prevention at www.cdc.gov/travel or by phone at 1-800-232-4636. You'll find information on recent outbreaks, required vaccinations, safe food and water tips, insect protection, illness and injury abroad, and more.

TRAVEL INSURANCE OFFERS SOME PEACE OF MIND - Plan now, you never know what life will throw at you. Travel Insurance is available to add to any Costco Travel reservation through Zurich up until 10 days prior to departure. Please Note: To be eligible for the waiver of pre-existing medical condition exclusion, the protection plan must be purchased within 21 days from the time you make your initial trip payment. The full coverage terms and details, including limitations and exclusions, are contained in the insurance policy. For details on plan benefits, coverage or to purchase, click here. Plans are not available to residents of New York at this time.

**DOCUMENTS** - For hotel (Room-Only) reservations, rental car reservations, land-only packages or air-inclusive packages (excluding guided vacations, Disneyland® Resort packages, and specialty vacations), each of the services you purchased and/or reserved will be outlined on your invoice. Therefore, the invoice is the only document you'll need to carry with you as you travel. Cruise documents are offered electronically through your online check-in <u>found here</u>. Please check your documents to confirm accuracy of all information. If there are any discrepancies on your documents, call Costco Travel immediately.

LATE BOOKINGS - For all package and cruise bookings made within seven days of departure, an email address must be provided so

electronic documents can be sent. Costco Travel is unable to accept hotel bookings that are on request within seven days of the departure date.

**REQUESTS** - Specific requests must be made at the time of booking and are subject to availability at the time of check-in. Seat assignments and bedding requests cannot be guaranteed. Some hotels and cruise lines impose an additional charge if a crib, a roll-away or a refrigerator is required, payable by the guest directly to the hotel or cruise line.

2% REWARDS FOR EXECUTIVE MEMBERS - For Executive Member purchases made directly from Costco Travel, a 2% Reward will be earned and applied after travel is completed. Must be an Executive Member when travel starts. Excludes taxes, fees, surcharges, gratuities, trip protection, and portions of travel purchased through a third party such as activities, tours, baggage fees, upgrades, rental car equipment, resort charges, port charges, resort and cruise line fees and similar extras. Reward is capped at and will not exceed \$1,000 for any 12-month period. Other terms, conditions and exclusions applicable to the 2% Reward apply.

COSTCO SHOP CARD - Costco Shop Cards are not redeemable for cash, except as required by law. Where applicable, the offer is valid for dates specified, is only valid for bookings made through Costco Travel and is only valid for completed travel. Limit one Costco Shop Card offer per room. Offer is nontransferable and may not be combined with any other offer or coupon. Any price change of your vacation may result in a change to your Costco Shop Card amount. The card, which you'll receive two to four weeks after you return from your vacation or cruise, may be used toward merchandise or gas at any Costco warehouse throughout the United States and Canada, or toward online purchases at Costco.com. The only way lost cards can be replaced is by presenting your original vacation or cruise invoice to Costco Travel. Neither CWC-Gift Card Co. nor any of its affiliates are responsible for use of this card without your permission. Costco Shop Cards may be applied toward payment of Costco Travel packages. Costco Shop Cards may not be applied toward payment of cruises, rental cars, hotel (room-only) reservations, Disneyland® Resort packages, guided vacations or any other specialty vacation products.

#### **REVISIONS AND CANCELLATIONS, REFUNDS AND PRICING**

Should you need to change or cancel your reservation, or any information provided as part of the reservation, please call Costco Travel as soon as possible. Revisions, cancellations, and refund policies vary by airline, cruise line, hotel, and other suppliers. In all instances, no-shows are nonrefundable.

Unless indicated, prices do not include airfare, gratuities, gasoline, optional insurance, underage/additional driver charges, upgrades, car rental drop charges, infant child seats, meals, telephone calls, some resort service fees, any personal or incidental items, or any other features not listed except where otherwise noted. Additionally, cruise prices do not include transfers, administrative fees, taxes, port expenses (TF& PE) and gratuities.

PACKAGE REVISIONS - Any changes made to your package reservation after the initial booking date will result in supplier fees, if applicable. Changes to the flight schedule may be allowed, subject to change fees and additional fare collection, as dictated by the airline. Some ticket rules do not allow changes. You may be required to cancel your existing airline reservation and rebook a new reservation at applicable fares. Please note that airlines do not allow rate reductions once your airline tickets have been paid in full.

PACKAGE CANCELLATIONS - Cancellation of your package will result in supplier fees, if applicable. Cancellation of the flight(s) portion of your package may be nonrefundable and nontransferable. In some cases, the value on the cancelled airline tickets may be used to rebook future air travel at a later date. Airline fees may apply on a rebooked ticket. The rebooked ticket must be on the same airline and must be used by the same traveler whose name was on the original ticket. Travel must be completed within one year of the date that the original ticket was issued. Other restrictions may apply. Changes to the flight schedule may be allowed, subject to change fees and additional fare collection, as dictated by the airline. Some ticket rules do not allow changes. You may be required to cancel your existing airline reservation and rebook a new reservation at applicable fares.

CRUISE REVISIONS - Any changes made to your cruise reservation after the initial booking date will result in supplier fees, if applicable. Please note that the cruise lines do not allow any rate reductions once penalties commence or once your cruise is paid in full. Exceptions to this policy, if any, are at the full discretion of the cruise line and are outside of the control of Costco Travel. If a rate reduction is allowed for your booking, it will be subject to any cruise line terms and conditions. Any changes to the flight(s) portion of your cruise will result in airline change fees and additional fare collection, if applicable. Please note that airlines do not allow rate reductions once your airline tickets have been paid in full.

CRUISE CANCELLATIONS - Cancellation of your cruise could result in a loss of deposit, full payment and/or administrative fees. Please see the cruise line's specific terms and conditions for exact penalties. Cancellation of the Costco Travel flight(s) portion of your cruise is nonrefundable. The value on the canceled airline tickets may be used to rebook future air travel at a later date. Airline change fees will apply on a rebooked ticket. The rebooked ticket must be on the same airline and travel must be completed within one year of the date that

the original ticket was issued. Other restrictions may apply. Please see the cruise line's specific terms and conditions for flight(s) purchased via the cruise line.

**REFUNDS** - Refund restrictions and policies for unused travel or vacation components vary by airline, by supplier, by season and according to promotional rules and are subject to applicable rules of each supplier. Trip protection premiums, airfare and some supplier fees are not refundable. Please inquire about refunds at the time of booking, and prior to any revisions or cancellation.

RENTAL CARS - All car rentals are subject to the rules and regulations of the car rental company. Late returns and returns to alternate locations are subject to charges or penalties paid by the renter directly to the car rental company. Cars are available for rental to individuals 25 years or older (exceptions apply) holding a valid driver's license. A surcharge may be added for drivers less than 25 years of age. Rates exclude gas, optional insurance coverage, and some applicable taxes and surcharges. Any additional fees assessed at the time of booking, which cannot be prepaid, will be collected at the time of rental. The car rental company requires the imprint of a valid credit card in the renter's name as security to cover incidentals. Auto insurance is the responsibility of the registered driver. Additional drivers must be 25 years of age and will be charged an additional rental fee.

HOTEL ROOM-ONLY RESERVATIONS PRICES - Unless otherwise stated, all prices are per room, in U.S. dollars and based on occupancy searched. All prices are valid for travel as specified, are valid for new bookings only and are available to Costco members residing in the United States. Please read the Hotel Advisory, if applicable, for important information and additional terms and conditions that may affect your price and/or reservation. A valid credit card is required to make a reservation. The credit card may be authorized or charged based on the deposit or payment requirements listed in the terms at the time of booking. The hotel is the merchant of record, and will be reflected on your credit card bank statement. A credit card guarantee may be authorized for payment within 24 hours prior to check-in. The balance owed on the reservation (if not prepaid) must be paid directly to the hotel at the time of checkout. Credit card authorization will be required upon check-in for room charges, taxes, deposit, applicable fees and incidentals. Changes, cancellations, and no-shows may result in fees or changes to the price and inclusions. Additional surcharges (noted in the Hotel Advisory), restrictions, foreign currency fluctuations and blackout dates may apply. For all reservations, any government-imposed increases in fees or taxes are the guest's responsibility to pay, even if the booking is paid in full. Any increases in fees or surcharges that are imposed by the hotel are outside the control of Costco Travel and are the guest's responsibility to pay. Unless otherwise noted, offers are not combinable with select rate codes, coupons or other offers. Any unused portion(s) of inclusions are nontransferable, nonrefundable and not redeemable for cash.

PACKAGES, CRUISES, THEME PARKS AND SPECIALTY PRICES - All prices are valid for travel as specified, are valid for new bookings only and are available to Costco members residing in the United States. Prices for land components, cruise components and packages (a package is defined as a hotel stay booked in the same itinerary with another component, including, but not limited to airfare, rental car, theme park ticket or ground transportation) are subject to change until reservations are confirmed along with payment of an applicable per-person deposit. Airfare prices and flight availability are subject to change without notice until paid in full. Seasonal and fuel or energy surcharges, restrictions, foreign currency fluctuations and blackout dates may apply. The exact price depends upon the day of departure, departure city, length of stay, ship, hotel, room or stateroom type, or other inclusions including, but not limited to, airfare, transfers, rental cars, taxes or administrative fees. For all bookings, any government-imposed increases in fees or taxes are the passenger's responsibility to pay, even if the booking is paid in full. Any increases in fees or surcharges that are imposed by our travel suppliers and are outside the control of Costco Travel are the passenger's responsibility to pay. Unless otherwise noted, offers are not combinable with select rate codes, coupons or other offers. Hotel stays that are part of a package are not eligible for hotel loyalty programs, points or benefits. Any unused portion(s) of inclusions are nontransferable, nonrefundable and not redeemable for cash. Costco Travel disclaims liability for any inaccuracies or typographical errors.

#### **DEPOSITS AND PAYMENTS**

FORMS OF PAYMENT - Visa® and MasterCard are the only acceptable forms of payment accepted at Costco Travel for cruise or vacation package bookings. Please note, when using an airline credit card to make payment, airline benefits (i.e., waived baggage fees, mileage points, etc.) may not apply.

FINAL PAYMENT - Cruise bookings require full payment between 90 and 160 days prior to sailing, depending on the cruise line. Full payment is due 45 days prior to departure for all other packages unless otherwise specified by individual suppliers.

#### **DEPOSITS**

- Packages: \$100 per person plus applicable hotel or other deposits.
- Packages with airfare: \$100 per person plus cost of airfare.
- Cruises: deposit varies by cruise line and fare type.
- Hotel (Room-Only) Reservations: Deposit and payment requirements vary by hotel, travel date, and rate type. For details, refer to
  the deposit terms during the booking process.
- Other vacation deposits vary by vacation type; please inquire at time of booking.

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urance premiums and certain deposits, administrative fees and/or supplier fees are not refundable. A damage deposit also may be juired at the time of booking for certain packages.

IMESHARE ADVISORY - When you arrive at your destination, even before you leave the customs area, you may be approached by many ggressive timeshare sales agents. Timeshare sales agents are very persistent and may entice you with offers of complimentary reakfasts, free transfers, discounted tours, etc., in exchange for your attendance at a presentation designed to sell their property. Imeshare selling can and does take place in many locations, including the airport, hotel lobbies, and even on the beaches and streets.

These sales agents are in no way associated with your ground transportation operator or with Costco Travel. Please refer to your travel itinerary for information on how to identify your transfer company representative and where to meet them upon arrival at your destination. This will ensure that your transfer arrangements are handled professionally by the company contracted by Costco Travel. Most hotels have a timeshare division and these salespeople also use aggressive tactics. Costco Travel strongly advises you to refrain from accepting free or discounted offers from sales agents as such offers require your attendance at an intense timeshare sales presentation. It is recommended that you do not participate in a timeshare presentation.

WEBSITE TERMS AND CONDITIONS - Costco Wholesale Members residing in the United States may purchase travel services on this website. Costco Wholesale's general website Terms and Conditions of Use and Privacy Policy apply to costcotravel.com. You may review them here: Costco Terms and Conditions of Use.

DISCLAIMER OF LIABILITY - As of the date of this publication, all information is thought to be accurate, available and current. The information, products and services published herein may include inaccuracies or typographical errors. Costco Travel does not guarantee the accuracy of, and disclaims liability for, any inaccuracies, including (but not limited to) the price, information and description of the products and services described herein. The services provided herein are furnished by independent contractors who are not employees of, or joint ventures with, Costco Travel. Costco Travel is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any supplier or any personal injuries, death, property damage or other damages or expenses resulting from causes outside of Costco Travel's control. Costco Travel shall not be responsible for travel delays or cancellations or for any illness, death, injury, damage or loss of vacation time arising therefrom. Costco Travel shall not be liable for any injuries, damages or losses caused to any traveler in connection with or by supplier employees or contractors, terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climactic conditions, criminal acts or abnormal conditions or developments, or any other actions, omissions, or conditions outside the control of Costco Travel, By participating in any Sightseeing Tours, such participant confirms that they, and any minor children for whom they are responsible, are physically and mentally capable of such participation and that they have no medical or health conditions that would make such participation inappropriate. Such participants ASSUME FULL RESPONSIBILITY for all damage, loss or injury to themselves and any such minor child and also ASSUME THE RISKS of all personal injury, accident or illness to themselves and any such minor child. Under no circumstances, including but not limited to the negligence of others, shall Costco Travel be liable for any injury or damage to such participants or minor children. Traveler assumes complete and full responsibility for checking and verifying any and all passport, visa, inoculations or other entry requirements of each destination, as well as re-entry into the U.S., and all safety or security conditions at such destinations, in connection with the proposed travel. For information concerning possible dangers at international destinations, visit the Travel Advisories section of Travel State Gov.

Costco Travel is available to Costco members residing in the United States. Seller of travel registration numbers:

· California: CST 2054248-50

Florida: ST 32555Hawaii: TAR 5595Iowa: TA 620

· Washington: WST 602042600

Registration as a California Seller of Travel does not constitute approval by the state.